

Ms. Karen Gregory
c/o Federal Maritime Commission
800 North Capital Street NW
Washington, D.C. 20573-0001



ORIGINAL

10 May 2013

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

FEDERAL MARITIME COMMISSION

SECOND AMENDED COMPLAINT

Docket No 12-10

SBI International, Inc.

VS.

Mr. Howard Finkel c/o COSCO Container Lines Americas.

Referred to as: COSCO LINES

Respondent: Mr. Ronald S. Penn c/o SBI International, Inc., 8401 Lake Worth Road, Lake Worth, Florida 33467 Phone 561-839-1890 madfoods@msn.com

10(b) (1)-46 USC sec. 41104(1):

"A common carrier, either alone or in conjunction with any persons directly or indirectly, may not allow a person to obtain transportation for property at less than the rates or charges established by the carrier in its tariff or service contract by means of false billing, false classification, false weighting, false measurements, or any other unjust or unfair device or means."

Cosco Lines provided unjust and discriminatory rates to the Shipper. Their rate quotes were different for the exact same move and in doing so, contradicted their own tariff.

On July 17, 2012, prior to any FMC docket activity, SBI International was quoted by Cosco Lines Ms. Joan Rush (US/CCLA/OMD) a duly authorized representative of Cosco the following rate:

"the ocean freight add on from Xingang to Hong Kong is USD\$ 800.00 per 40' RQ."(EXHIBITA)

However, on November 20, 2012 right after the initiation of FMC docket activity, Mr. Howard Finkel on behalf of Cosco Lines, unjustly quoted the ***"cost of transport is \$950.00 "***from Xingang to Hong Kong. **(Exhibit B):**

Before Shipper filed this docket with FMC, the rate was \$800.00. However, after the filing, the rate became \$950.00 for the identical move. In this case, the rate was unfairly and/or discriminately increased by \$150.00 per container from \$800.00 to \$950.00.

Rate manipulation by a Carrier is an indication of their intention to unfairly and unjustly punish the shipper.

Illegal rate change activity by Carrier is unfair and unjust as well as a violation 10(b)(1)-46 U.S.C. sec 41104(1).

This ocean freight rate was unfairly quoted on basis of the absence of the required 30 days notification, proper FMC rate filing and/or formal announcement or written notification.

Regardless of the reason, Carrier unjustly changed the rate without proper filing or notification.

10(b)(3)-46 USC sec. 41104(3)

"May not retaliate against a shipper by refusing, or threatening to refuse, cargo space accommodations when available, or resort to other unfair or unjustly discriminatory methods because the shipper has patronized other carriers, or filed a complaint, or for any other reason."

On or about 03 October 2011, Contract Number ECS 12091 was executed between Carrier and Shipper (Exhibit C). After subsequent amendments, the expiration date of said contract was 30 September 2012.

During the life span of said contract, shipper maintained proper financial standing and **exceeded** the minimum quantity requirement by 25%. Attached copy of COSCO statement on/about 15 September shows the oldest outstanding invoice was dated 09 September.(EXHIBIT G). This document shows shipper in good financial standing and shipper further certifies that no invoice ever exceeded 60 days in accordance with terms under shipper service contract ECS 12091 Article 8 point 102. (EXHIBIT XX)

Shipper attaches internal accounting records documenting each and every payment made to the Carrier (commencing on 27 October 2011) was on time, within terms and never exceeding 60 days pursuant to contract ECS 12091. The document shows that almost each and every payment in entirety was made between 15-30 days. (EXHIBIT WW).

Upon contract expiration date, shipper made numerous requests for an extension of Contract ECS 12091. However, without cause, nor for just reason, Carrier denied extension of said contract. Beyond that date, Carrier refused to accept any bookings and permanently denied Shipper access to any and all cargo space. Shipper asserts this action by Carrier was unjust and discriminatory.

In consideration of shipper good standing, it can only be concluded that Carrier unjustly retaliated and or discriminated against Shipper either because he was about to patronize another carrier, file a complaint with FMC or for any other unjust or discriminatory reason.

As evidence of Shipper's good character and good standing in the industry, he immediately signed on 12 October 2012 a substitute contract #166512 with a competitor Yang Ming Lines; a shipping Line that shares the same vessels and provides similar services as does Cosco Lines (EXHIBIT D).

On or about 12 September 2012, Shipper attempted to book space with Carrier and to arrange for a contract extension. See e-mail from Tony Rente dated 12

September 2012. **(EXHIBIT J)**. However, all Shipper requests were denied *without explanation*. Subsequently, Shipper learned that contract number ECS 12091 would not be renewed despite Shipper being in good standing (EXHIBIT M) see e-mail from Bruce Utley dated 24 September providing no bona fide reason for such discriminatory action.

Retaliation against a shipper by refusing, or threatening to refuse, cargo space accommodations when available, or resort to other unfair or unjustly discriminatory methods because the shipper has patronized other carriers, or filed a complaint, or for any other unjust reason is a violation of 10(b)(3)46 USC sec. 41104(3). Such discriminatory tactics by Carrier are unjust under **10(b)(3)-46 USC sec. 41104(3) the Act**.

On or about 01 May 2013 Shipper's agent in Xingang attempted to book space onwards to Hong Kong for the 4 stranded reefer containers. Shipping space in was denied by carrier stating the reason being is that shipper does not hold a valid shipper contract with COSCO. On 03 May 2013 another request for space was made by Tony Rente but) of

COSCO (USA) refused to provide space and failed to respond **(EXHIBIT K)** On 06 May a further request was made to COSCO by Mr. Tony Rente requesting to book space and it was not granted nor was request replied. **(EXHIBIT L)**.

Therefore, owing to Carrier's refusal to resolve outstanding claims and preponderance for discriminatory practices, the four containers stranded in Xingang for almost one year cannot be moved and must remain there indefinitely at Shipper's expense.

For service pursuant to a tariff, engage in any unfair or unjustly discriminatory practice in the matter of:

D. Loading and landing of Freight.

Regarding the landing of freight, Cosco Lines ignored shipper's written requests to land the freight in Shanghai. Instead and against Shipper's will, the cargo was landed in Xingang.

Had the cargo been properly discharged in Shanghai as per shipper's instructions, there would have been no Chinese customs intervention, no stranded containers and no additional charges.

Attached please find memo from Shipper's traffic manager (Tony Rente) dated 20 June 2013 requesting COSCO to discharge the cargo in Shanghai (**EXHIBIT E**). However, these instructions were disregarded and on 03 July a complaint was lodged with COSCO by Mr. Ronald Penn (addressed to Mr. Bruce Utley) that the cargo was landed at the wrong port. (**EXHIBIT F**).

Carrier's defense for such action is late notification and goods were already arranged for onward transfer by China customs. However, carrier provides no evidentiary documentation or back up to this position.

Failure to comply with Shipper's landing instructions is a violation of 10(b)(4)-46 USC sec. 41104(4).

E. Adjustment and settlement of claims.

Carrier was totally unresponsive in the settlement of claims. Instead, they attempted to bully the Shipper over credit terms, lack of timely responses, cargo refusals and refusal to extend contract.

After several months of futile negotiation, Shipper had no alternative but to file a docket with FMC. It was only **AFTER** the mitigation process began and a docket was already filed, did Cosco express any interest in the settlement of this claim.

Failure to adjust the settlement of a claim is unjust and a violation of 10(b)(4)-46 USC sec 41104(4).

10(b)(10)-46 USC sec. 41104 (10):

"unreasonably refuse to deal or negotiate."

Mr. Howards Finkel c/o COSCO Lines was unreasonable by refusing to settle claims of the shipper. Their stubbornness to negotiate in good faith added prohibitive expenses to the cargo.

request for cooperation is dated 12 November (EXHIBIT GG). Additional request for COSCO Lines help is made on 19 November (EXHIBIT II). See further request for cooperation dated 21 November (EXHIBIT JJ). On 26 November, shipper declares that due to lack of progress in negotiations with Mr. Howard Finkel and COSCO Lines, that "I had no choice but to file a formal complaint with the Secretary on 23 November" (EXHIBIT KK).

On 27 November and coincidentally right after Shipper has filed his grievance with FMC, does COSCO answer any charges relating to this matter. An agreement was reached via Resolution Service and USD\$ 60,000.00 was paid to COSCO via wire transfer of funds on 12 December 2012.

However, after receipt of the funds, Mr. Howard Finkel and COSCO Lines failed to live up to their end of the agreement. They were required under the agreement to issue a letter and to release the goods.

Mr. Howard Finkel c/o COSCO Lines utterly failed to either "issue a letter to shipper stating that all payment for detention/demurrage shall be paid in the USA AND they failed to release the goods for to shipper's agent in Xingang." (EXHIBIT LL) , EXHIBIT MM). EXHIBIT (NN), (EXHIBIT OO). On 11 December, several days after the funds transfer, Shipper begs for the release which was never forthcoming (EXHIBIT PP). Once again on 12 December, Shipper implores Carrier for action (EXHIBIT QQ) On 04 January, Shipper again asks for COSCO to cooperate and make the cargo available to the agent in order he can attempt to move it through customs (EXHIBIT RR). On 07 January, shipper makes another plea (EXHIBIT SS). On 27 January, shipper is frustrated and gives up due to lack of cooperation from Howard Finkel and COSCO Lines (EXHIBIT TT). Accordingly, it became impossible for shipper's agent to clear the goods via Xingang customs therefore, creating substantial delays on shipper's ability to remove the cargo.

Shipper should not be held liable for any expenses resulting from omission or lack of cooperation by the Carrier.

It is alleged that Carrier deliberately delayed cargo release until middle January and later, being too late for the goods to be cleared prior to the Chinese New Year

therefore, adding an additional one month expense to the cargo. Despite numerous requests for cargo release, it is still unknown to shipper as to how and when or whether COSCO ever issued a delivery order for any of the containers.

In any event, agent reports that cargo has been released by Chinese customs sometime during the latter part of April 2013. It's now May 10 and COSCO has done nothing to arrange transport from Xingang to Hong Kong whilst expenses continue to the cargo for the sole benefit of Carrier and detriment of the shipper.

COSCO has shown a consist pattern of unreasonable refusal to cooperate with this matter. They frustrated the shipper, made little progress with CADRS and delayed the cargo exit at every turn. Their practice in this matter has apparently been discriminatory and malicious and should be considered unjust under the Act 10(b)10-46 USC sec.41104(10).

In conclusion, it must be stated that Carrier, as engineered by Mr. Howard Finkel, did everything within power to crush the shipper/exporter, SBI International, Inc. COSCO lashed out repeatedly at the shipper because he complained about lack of proper service, assistance and mutual cooperation.

Firstly, Carrier improperly discharged the containers at the wrong port. When questioned by shipper, carrier balked at providing documentation evidencing the cargo discharge.

Secondly, carrier unjustly refused to extend shipper's service contract ECS 12091 and refused to accept any cargo beyond 30 September 2012. This was done unjustly and with malice as Shipper was in good standing at the time.

Thirdly, Carrier refused to provide the requested information regarding the cargo status after it was stranded in Xingang. Shipper made repeated requests for cargo status and charges. None of these requests were met on a timely basis, if at all.

Fourth, Carrier entered into an agreement through the intermediary of CADRS on or about 10 December, 2012 but failed to meet its commitments namely to issue a letter acknowledging receipt of payment and utterly failing to release the cargo in Xingang to Shipper's agent for the purpose of custom clearance.

Fifth, Carrier delayed, hesitated and otherwise overtly balked in providing up front cooperation in resolving the issue. The result of such malicious activity resulted in adding substantial expense to the cargo.

Sixth, Carrier in China has refused to book onward passage to Hong Kong for the four (4) stranded containers by citing that Shipper does not have a valid shipper's contract...which was **not** extended earlier by carrier for unjust reasons.

Seventh, Carrier in New Jersey has refused to return calls and e-mails from Shipper from 02 May 2013 onwards seeking assistance in moving the stranded containers out of Xingang where they have been sitting for one year.

Eighth, due to malice and unjust discriminatory action by Mr. Howard Finkel c/o COSCO Lines, the containers are now stranded indefinitely in Xingang because they cannot be moved without the cooperation of Carrier. In the meantime, charges continue to build for the account of Shipper and Carrier shows no signs of cooperation.

Shipper has done everything within its power to resolve all issues in a responsible and prompt manner. Shipper has already paid USD\$ 60,000.00 directly to Carrier as well as USD\$ 48,000.00 for Xingang customs duty. Shipper engaged a local agent and goods have been released by China customs for removal. However, the goodwill actions of Shipper to resolve the problem are met with contempt from COSCO and outright refusal to lift one finger to be of assistance.

Shipper concedes that he has been in the export business since 1965 and has never before encountered such intransigence and malice as exhibited by Mr. Howard Finkel c/o COSCO Lines as has been seen in this matter through their use of unjust and discriminatory practice. Shipper alleges that Carrier has conspired with all COSCO offices both in China and the USA to ignore, undermine and otherwise damage the business of Shipper by blocking the movement of the four stranded containers from Xingang

Shipper prays for prompt remedy covering the total value of the cargo previously estimated at USD\$ 373,512.31 plus any and all expenses that have been since added to the cargo.

Shipper prays for whatever punitive damage that are appropriate as compensation for having to deal with unjust and discriminatory behavior of the Carrier.

Shipper asks for appropriate penalties and damages that might be assessed against Carrier for unjust and discriminatory behavior under the Act.

I, Ronald S. Penn, declare under penalty of perjury that forgoing is true and correct to the best of my belief and knowledge.

Respectfully submitted,

SBI INTERNATIONAL, INC.

By: 

RONALD S. PENN/CHAIRMAN

Ronald S. Penn / Chairman


SBI International, Inc.

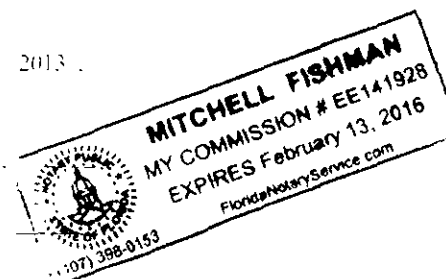
8401 Lake Worth Rd

Lake Worth, Florida 33467

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me this 10TH day of MAY 2013
by RONALD S. PENN


MITCHELL FISHMAN



Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

EXHIBITS

RE: Final Decision

From: JRush/Joan Rush (US/CCLA/OMD)

Sent: Tue, Jul 17, 2012 at 4:46 pm

To: RONALD PENN

Cc: tony@crjlogistics.net



The ocean freight add on from Xingang to Hong Kong is USD 800 per 40'RQ.

Still waiting for feedback on charges that you had advised
Please advise status of paperwork

Thanks
Joan

From: RONALD PENN [mailto:madfoods@msn.com]

Sent: Monday, July 16, 2012 4:54 PM

To: JRush/Joan Rush (US/CCLA/OMD)

Subject: Re: Final Decision

Hi Joan,

hard to get expenses from you....can you please
let us know what transit charges to expect?...did
you confirm the Xingang charges my man sent?

Best regards,

Ron

From: madfoods@msn.com

Sent: Friday, July 13, 2012 10:42 AM

To: [JRush/Joan Rush \(US/CCLA/OMD\)](mailto:JRush/Joan Rush (US/CCLA/OMD))

Subject: Re: Final Decision

JR

Of course we are fully responsible for the costs...
and it would be useful to let us know
asap so we can put them in budget.

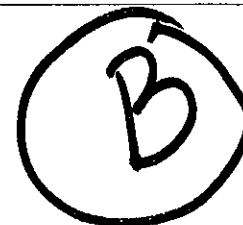
Also, we have two questions...

1. We believe the costs we submitted are correct...right

2. What is Cosco willing to help us? Can they
discount some of the charges as other Lines
have shown their deep cooperation...this
would help us going forward.

madfoods@msn.com

From: "Jason Guthrie" <jguthrie@finc.gov>
Date: Tuesday, November 20, 2012 11:14 AM
To: "RONALD PENN" <madfoods@msn.com>
Subject: RE: Cosco
Hey Ron,



I believe the cost for transport is \$950, but I will confirm that today. I'll do my best to stay on Howard, and let you know if I hear anything.

Kind regards,

Jason Guthrie
Office of Consumer Affairs and Dispute Resolution Services
Federal Maritime Commission
800 North Capitol Street, NW
Washington, DC 20573
(202) 523-4597

All matters discussed with CADRS staff are confidential and subject to the same confidentiality provisions as administrative dispute resolutions pursuant to 5 U.S.C. 574. Except as specifically set forth in 5 U.S.C. 574, neither CADRS staff nor the parties to a dispute resolution proceeding before CADRS shall disclose any informal dispute resolution communication.

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From: RONALD PENN [mailto:madfoods@msn.com]
Sent: Tuesday, November 20, 2012 11:14 AM
To: Jason Guthrie
Subject: Re: Cosco

Hi Jayson

Thanks for the update...

1. Can you advise today what Howard quoted for the transport cost to Hong Kong?

2. Let me know the outcome of your negotiations

Please push as we are closed Thursday and Friday for the Holiday and as you know, each day is costly.

Best regards,

Ron

COSCON Service Contract

Service Contract number: ECS11195
Essential Term number: ECS11195

Amendment number: 0

This Service Contract ("Contract") is made between COSCO Container Lines Company Limited (hereinafter called "COSCON" or "CARRIER") and SBI International, Inc. (hereinafter called "Merchant") and all members or affiliates named in Appendix B, whereby the parties mutually agree as set forth herein. IN WITNESS WHEREOF, the parties have executed this contract through their responsible representatives duly authorized as of the dates hereinafter written.

The party contracting with the Carrier under the terms of this contract certifies its status is as follows:

☒ Beneficial Owner of Cargo
☐ Automated NVOCC
☐ NVOCC Shipper Association
☐ Other (*)
☐ Shipper Association
☐ Non-Automated NVOCC
☐ BCO Shipper Association

(*) Merchant must provide further identification of status:

If the merchant is an NVOCC, the merchant hereby certifies that it has a tariff and bond on file with the FMC in full compliance with FMC requirement.

(Signature)

COSCO Container Lines Company Limited
Brian Abramowitz VP of Pricing & Marketing
Jamie Fienan - DGM, Pricing & Marketing
Howard Finkel - Executive VP of CCLA

Date:

Carrier Address:

COSCO Container Lines Americas Inc.
100 Lighting Way
Secaucus, NJ 07094
As agent for:
COSCO Container Lines Company
Limited
No.378 Dong Da Ming Road
Shanghai 200080, China

(Signature)

SBI International, Inc.
Ronald S. Penn
President

Date:

Merchant Address

SBI International, Inc.
Suite 122
8401 Lake Worth Road
Lake Worth, FL - 33467
United States

10/3/11

Header



Service Contract - #Customer Copy#

Ver: 050713 Created on: 1/22/2013

S/C Holder	SBI International	TPVVB
S.C. Number	166512	BCO
Customer Type	1	USATL
AMD #.		2013/1/3
Signing Office	TPVVB:ATPP	P.I.C
Filing Date	2012/10/12	MOC
Pricing Center		Remarks
Duration		

Trade	Qty	TEU
TP	50	
Total	50	

AMD Ver.
Remarks

Yang Ming (America) Corp.
as agent for:
Yangming Marine Transport Corp.
& Yangming (UK) Ltd.
525 Washington Blvd, 25th FL
Jersey City, NJ 07310, USA

SBI International, Inc
8407 Lake Worth Avenue
Lake Worth, FL 33467
Phone: (561) 839-1890
Fax: (561) 839-1891
Email: madibods@msn.com

By:
Ronald Penn
Chairman

By:
P. Michael Collins
Vice President South Atlantic Region

①

-----Original Message-----

From: tony@crjlogistics.net

Sent: Wednesday, June 20, 2012 3:40pm

To: "JRush/Joan Rush (US/CCLA/OMD)" <JRush@COSCO-USA.COM>

Subject: RE: 8006550460 CBHU2834534 / 8006550460 TRIU 8790938 FOR NOW STAY IN SHANGHAI NOT MOVE TO HONG KONG

(E)

Dear Joan

I really appreciate effort but now 2 two container load can stay in SHANGHAI working sell the load in SHANGHAI, please standby do not move 2 container to hong kong, will advice of the situation.

Thank You

Tony (pls not move the two (2) container to Hong Kong will advice)



From: madfoods@msn.com

Sent: Tuesday, July 03, 2012 12:40 PM

To: Bruce Utley

Subject: Fw: 8006550460 CBHU2834534 / 8006550460 TRIU 8790938 FOR NOW STAY IN SHANGHAI NOT MOVE TO HONG KONG (SEND ON JUN 20 2012 3.40 PM)

Bruce,

We had previously canceled Xingang as the final destination and instructed Cosco to leave them in Shanghai...these instructions were not followed and next thing we found containers moved them to Xingang causing us insurmountable problems.

Please see below from Tony on 20 June instructing Cosco not to move the containers from Shanghai...

We had customer right there willing to take them immediately.

Appreciate your willingness to help but please advise what you can do in this matter.

Best regards,

Ron

Customer	Vessel	Bill of Lading	Invoice Number	POI	POD	Invoice Amount	Sail Date	Invoice Balance	Due Date	Due Days	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due Over 90 Days
Case Farms, LLC	AWES-RIC-037-W	8006571381	2071129089	Wilmington	Yantian	\$50.00	20-Jun-12	\$50.00	19-Jul-12	0	\$0.00	\$0.00	\$50.00	\$0.00
	AWES-RIC-037-W	8006571382	2071131221	Wilmington	Yantian	\$50.00	20-Jun-12	\$50.00	24-Jul-12	0	\$0.00	\$50.00	\$0.00	\$0.00
	AWES-RP6-037-W	8006668023	2071140110	Wilmington	Shanghai	\$2,461.00	15-Aug-12	\$2,461.00	15-Aug-12	0	\$0.00	\$2,461.00	\$0.00	\$0.00
	AWES-RP6-037-W	8006668024	2071140072	Wilmington	Shanghai	\$2,461.00	15-Aug-12	\$2,461.00	15-Aug-12	0	\$0.00	\$2,461.00	\$0.00	\$0.00
	AWES-RP6-037-W	8006668021	2071143196	Wilmington	Shanghai	\$3,261.00	16-Aug-12	\$3,261.00	21-Aug-12	0	\$3,261.00	\$0.00	\$0.00	\$0.00
	AWES-RIC-038-W	8006671391	2071144189	Wilmington	Yantian	\$2,651.00	24-Aug-12	\$2,651.00	24-Aug-12	0	\$2,651.00	\$0.00	\$0.00	\$0.00
	AWES-SIX-036-W	8006674330	2071151910	Wilmington	Shanghai	\$2,467.00	09-Sep-12	\$2,467.00	09-Sep-12	0	\$2,467.00	\$0.00	\$0.00	\$0.00
	AWES-SIX-036-W	8006674331	2071151905	Wilmington	Shanghai	\$2,657.00	09-Sep-12	\$2,657.00	09-Sep-12	0	\$2,657.00	\$0.00	\$0.00	\$0.00
	AWES-SIX-036-W	8006674333	2071151674	Wilmington	Yantian	\$2,657.00	09-Sep-12	\$2,657.00	09-Sep-12	0	\$2,657.00	\$0.00	\$0.00	\$0.00
	AWES-RGZ-040-W	8006678610	2071154704	Wilmington	Shanghai	\$2,657.00	12-Sep-12	\$2,657.00	12-Sep-12	0	\$2,657.00	\$0.00	\$0.00	\$0.00
	AWES-RGZ-040-W	8006678611	2071154702	Wilmington	Shanghai	\$2,657.00	12-Sep-12	\$2,657.00	12-Sep-12	0	\$2,657.00	\$0.00	\$0.00	\$0.00
	AWES-RGZ-040-W	8006678612	2071154435	Wilmington	Yantian	\$2,467.00	12-Sep-12	\$2,467.00	12-Sep-12	0	\$2,467.00	\$0.00	\$0.00	\$0.00
	AWES-SUB-097-W	8006548670	2071122996	Wilmington	Shanghai	(\$400.00)	28-May-12	(\$250.00)	05-Jul-12	0	\$0.00	\$0.00	(\$250.00)	\$0.00
SBI International, Inc.	AWES-RP6-037-W	8006668022	2071140123	Wilmington	Hong Kong	\$2,461.00	15-Aug-12	\$2,461.00	15-Aug-12	0	\$0.00	\$2,461.00	\$0.00	\$0.00
	AWES-RIC-038-W	8006671390	2071144191	Wilmington	Hong Kong	\$2,461.00	24-Aug-12	\$2,461.00	24-Aug-12	0	\$2,461.00	\$0.00	\$0.00	\$0.00
	AWES-SIX-036-W	8006674335	2071151686	Wilmington	Hong Kong	\$2,467.00	09-Sep-12	\$2,467.00	09-Sep-12	0	\$2,467.00	\$0.00	\$0.00	\$0.00
						\$33,485.00		\$33,635.00			\$76,402.00	\$7,133.00	(\$200.00)	\$0.00

(6)

From: JYoung/Jaime Young (US/CCLA/TRD)
Sent: Tuesday, September 18, 2012 2:41 PM
To: RONALD PENN
Cc: Mitch Fishman - CR & J Logistics ; BUtley/Bruce Utley (US/CCLA/TRD)
Subject: SBI International - new contract proposal on hold



Ron,

I've been advised by Pricing & Accounting departments that we cannot proceed with the new contract proposal until the attached outstanding balances are brought to order. I would kindly ask for your assistance to help expedite payment so that we can cleared up balance before issuing the new contract. Can you please take a look at the attached and confirm?

Jaime Young
Account Executive - Florida
COSCO Container Lines Americas, Inc
Tel: 407-440-8182
Cell: 407-951-3359
Website: www.cosco-usa.com
Cargo Tracking: www.coscon.com

5/1/2013

RE: RE: expires on 9/30/12 --- COSCO ECS 12091 CONTRACT

RE: RE: expires on 9/30/12 --- COSCO ECS 12091 CONTRACT

From: JYoung/Jaime Young (US/CCLA/TRD)

Sent: Wed, Sep 12, 2012 at 9:58 am

To: tony@crjlogistics.net

>
> SBI with Cosco contract ECS12091 due expires on 9/30/12 , please advice us of the
> situation set up meeting Mr. Penn and Mitch and myself
>
>
>
>
> Thank You
>
> Tony
>
>

5

ROUTE CONTAINER TO HONG KONG / CLEAR BY CHINESE CUSTOMS SERVICE

From: tony@brightwatershipping.com

Sent: Fri, May 3, 2013 at 10:11 am

To: JRush/Joan Rush (US/CCLA/OMD)

ROUTE CONTAINER TO HONG KONG / CLEAR BY CHINESE CUSTOMS SERVICE

Hi Joan

Please process routing of these 4 Three container to HONG KONG

800 655 0460 CBHU 283 4535

800 655 0460 TRIU 879 0938

800 651 3204 TRIU 868 1562

800 654 4330 CBHU 296 9740

CONSIGNEE IN HONG KONG

STAND FIRM LIMITED

UNIT A-B, 16/F., NATHAN TOWER, 513-521,

NATHAN ROAD, YAU MA TEI, KLN. HK

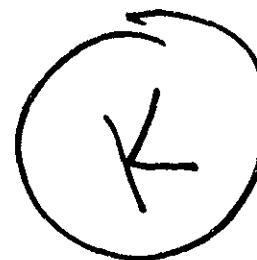
Tel: 852-27714 90, Fax: 852-2760310

Thank You

Tony Rente

SRI International Inc

561-839-1390



ROUTING INSTRUCTION 4 CONTAINER CLEAR BY CHINESE CUSTOMS SERVICE

From: tony@brightwatershipping.com
Sent: Mon, May 6, 2013 at 11:39 am
To: JRush/Joan Rush (US/CCLA/OMD)

Hi any news these container

Thank You Very MUCH
Tony

ROUTE CONTAINER TO HONG KONG / CLEAR BY CHINESE CUSTOMS SERVICE

Hi Joan

Please process routing of these 4 Three container to HONG KONG

800 655 0460 CBHU 283 4535

800 655 0460 TRIU 879 0938

800 651 3204 TRIU 868 1562

800 654 4330 CBHU 296 9740

CONSIGNEE IN HONG KONG

STAND FIRM LIMITED

UNIT A-B, 16/F., NATHAN TOWER, 513-525, NATHAN ROAD, YAU MA TEI, KLN. HK

Tel: 852-27716790, Fax: 852-27801197

Thank You
Tony Rente
SBI International Inc
561-839-1890



madfoods@msn.com

From: "BUtley/Bruce Utley (US/CCLA/TRD)" <butley@COSCO-USA.COM>
Date: Monday, September 24, 2012 4:20 PM
To: <tony@crjlogistics.net>
Cc: "RONALD PENN" <madfoods@msn.com>; "JYoung/Jaime Young (US/CCLA/TRD)" <JYoung@COSCO-USA.COM>

Subject: SBI Intl / Cosco

Tony - per my conversation with Ron, Cosco will not be renewing our service contract with SBI Intl. The existing agreement goes thru Sept. Wanted to give you an update on recent bookings

DELETED Bookings

8006911745/44/43/42/41/20

Cargo Already Received and will sail 9/27

8006904292, 291, 290

Regards

Bruce Utley

District Sales Manager - Southeast
Cosco Container Lines Americas, Inc - Atlanta, GA
Office: (770) 696-5481
Cell: (404) 973-7283
Fax: (770) 674-5987



E Mail: butley@cosco-usa.com



A. The difference between the volume actually shipped and the required minimum in the contract multiplied by the rate of usd250 per unit; or

B. Carrier and merchant may mutually agree to re-rate shipments made at the then applicable tariff rates.

6 - DURATION OF THE CONTRACT

The duration of the contract shall be as specified in appendix A, hereto. For the purpose of determining whether or not a cargo movement occurs during the term of the contract, the pertinent date shall be the date of receipt of the cargo by COSCO.

7 - RECORDS

a. The shipment records which will be maintained to support the contract are the original signed service contract, amendments, bills of lading, and correspondence and other documents that are relevant and related to the service contract

B. The address, title, and telephone number of the person who will respond to a request by making the original signed service contract and shipment records available to the federal maritime commission for inspection under 46 CFR 530.17 are:

Address: 100 lighting way, Secaucus, NJ 07094 U.S.A.

Title: vice president, COSCO Container Lines Americas Inc.

-- as agents for COSCO Container Lines Company LTD

Telephone number: (201) 422-0500

8 - OTHER PROVISIONS OF THE CONTRACT

100. Force majeure: either party shall be excused from the performance of its duties under this contract, if and only to the extent that, its performance is prevented by acts of god, strikes, embargoes, or events similarly beyond the knowledge or control of either party, but not including commercial contingencies, for example changing markets, poor management decisions and business declines, etc.

In the event that carrier is prohibited by the U.S. Customs Service from unloading some or all of the cargo on a particular vessel and such prohibition is not due to any act or omission of the carrier, then such prohibition shall constitute a force majeure event that shall relieve carrier from responsibility for any and all delay, damage, injury and expense suffered or incurred as a result thereof including, but not limited to, breaches of service commitment, and/or transit time guarantees

101. Cancellation/termination: carrier shall have the right to cancel this contract by providing written notice of such cancellation at any time after merchant has fulfilled the minimum quantity or portion of this contract (Appendix A Term 4)

102. Credit: this contract is not effective and will not be filed with the FMC unless and until merchant provides evidence of its credit-worthiness which is satisfactory to carrier. Merchant understands that this provision does not exempt merchant from carrier's normally applicable credit practices with respect to release of individual shipments as specified in the tariff of general applicability. Carrier reserves the right to deem this contract breached and to terminate the contract if charges under the contract are due and unpaid for more than sixty days

103. Tariff(s) of general applicability: unless otherwise provided in this contract, transportation provided pursuant to this contract is subject to all applicable rules, regulations, rates and charges set forth in the carrier's tariff(s) of general applicability including amendments and reissues thereto.

madfoods@msn.com

From: <madfoods@msn.com>
Date: Friday, August 17, 2012 5:06 PM
To: "JRush/Joan Rush (US/CCLA/OMD)" <JRush@COSCO-USA.COM>
Subject: Re: Another week goes by....
 Joan

That's not a good sign....this cannot
 continue indefinitely...we have to take
 this higher in Cosco...who would be good
 to speak with?

Ron

From: JRush/Joan Rush (US/CCLA/OMD)
Sent: Friday, August 17, 2012 4:27 PM
To: RONALD PENN
Cc: Butley/Bruce Utley (US/CCLA/TRD)
Subject: RE: Another week goes by....

Ron Ron
 I am not receiving replies
 Will continue to send emails

From: RONALD PENN [mailto:madfoods@msn.com]
Sent: Friday, August 17, 2012 2:02 PM
To: JRush/Joan Rush (US/CCLA/OMD)
Cc: Butley/Bruce Utley (US/CCLA/TRD)
Subject: Another week goes by....
Importance: High

Hi Joan

Time keeps slipping away and another week goes
 by without any movement from Xingang...

We still do not have any reason why our goods are being
 detained this length of time...

We understand from a very reliable sources (owners of other cargo)
 that 50-100 containers have been permitted exit out of Xingang.

If others are moving their cargo then please explain why our cargo
 continues to be locked inside this port?

Cosco needs to move our cargo immediately and keep in step what
 others are doing...

Please report further as we need to get this over with..it's gone
on much too long...and please explain what Cosco is doing to
ensure removal of this cargo?

Best regards,

Ron

Please report further as we need to get this over with...it's gone
on much too long...and please explain what Cosco is doing to
ensure removal of this cargo?

Best regards,

Ron

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, September 04, 2012 10:32 AM
To: "Tony@CRJ" <Tony@crjlogistics.net>
Subject: Fw: Detained Containers
Tony...this was sent to Cosco this morning...

BB

From: madfoods@msn.com
Sent: Tuesday, September 04, 2012 10:25 AM
To: JRush/Joan Rush (US/CCLA/OMD)
Cc: Bruce Utley
Subject: Detained Containers

Joan,

I would appreciate it if you stop changing the subject and treat our information as serious.

1. We have nothing from China customs stating the reason the containers are detained...we need something from them in writing stating such reasons and on what grounds they are being held...

China customs DOES NOT have jurisdiction over cargo belonging to USA National Citizens.

2. We have trade information that 100-200 containers with same consignee have been already moved out of Xingang

3. Our consignee has nothing to do with this cargo...he has not paid and it not belongs to him.

4. Cargo belongs to ourselves, USA citizens and for all we know, it's been illegally seized for reasons unknown to us...

5. China customs or anyone else is not allowed to confiscate cargo belonging to USA Nationals such as ourselves...this is theft.

6. Cosco needs to get involved on shipper behalf in order to resolve this situation immediately.

7. Other than contact your rep in China, I have seen

5/1/2013

no real activity on the part of Cosco to protect either the cargo or the interests of shipper.

8. At the outset, you advised the cargo would be moved in August but this has not happened and this situation cannot continue indefinitely so it's time Cosco got further involved and assisted in the movement of these containers. ..

Ronald Penn

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, October 16, 2012 9:21 AM
To: "Bruce Utley" <butley@cosco-USA.com>
Subject: Fw: Xingang
Hi Bruce,

Can you tell me what it will take to get a reply
to my message below dated 11 October.

Every day that goes by, adds to the expense.

I have been ready since beginning of this month to move
these goods only if I could receive your cooperation so
we can move ahead.

cc

Best regards,

Ron

From: BUTley/Bruce Utley (US/CCLA/TRD)
Sent: Thursday, October 11, 2012 10:49 AM
To: RONALD PENN
Subject: RE: Xingang

Hi Ron discussing your email with Joan and will revert soonest

Regards

Bruce Utley

District Sales Manager - Southeast
Cosco Container Lines Americas Inc - Atlanta, GA
Office (770) 696-5481
Cell (404) 973-7283
Fax (770) 674-5987

E Mail. butley@cosco-usa.com



From: RONALD PENN [mailto:madfoods@msn.com]
Sent: Thursday, October 11, 2012 10:22 AM
To: BUTley/Bruce Utley (US/CCLA/TRD)
Subject: Xingang

Hi Bruce,

Thanks for the update on the Xingang charges.

5/9/2013

In order to move forward, we need your cooperation and could you please help to provide the following information:

*Arrival date in Xingang of each container.

*The Cosco (Xingang) schedule (tariff) of charges per diem such as charges per day as follows:

1 through 7 days
8 through 12 days
13 through 22 days
23 days and beyond

cc

* Total number of days being charged per container through 12 October.

I understand the truck and port charges cannot be mitigated. In this regard, it would be most beneficial in resolving this dilemma if you could arrange for a mitigation of detention/demurrage in the proximity of 50% which we understand is not unusual, particularly for such a substantial amount.

Would appreciate your prompt assistance as time is of the essence.

Thanks and best regards,

Ron Penn

Listed below is charge indicator received from you earlier this week:

RE: 5292-02 TRIU8681562 /8006513204 5328-02 TRIU8790938 8006550460/

CSHU2834534 8006550469 5331-1 5328-1 CBHU2969740 XINGANG PUT ON HOLD

From: Butley/Bruce Utley (US/OCLA TPD)

Sent: Tue, Oct 9, 2012 at 4:47 pm

To: tony@roughwatershipping.com

Hi Tony - still working on the demurrage/detention on both here and the charges so far. The reefer plug charges and trucking charges continue to be submitted.

SE estimate of charges per container.

bill of lading container number Reefer plug charges Truck charges Demurrage and detention Total

8006550469 CSHU2834534 432,650.00 4300.00 15,000.00 449,650.00

8006550460 TRIU8790938 432,650.00 4300.00 15,000.00 449,650.00

8006513204 TRIU8681562 432,650.00 4300.00 15,000.00 449,650.00

8006544320 CBHU2969740 430,650.00 4300.00 148,448.00 579,438.00

1131,750.00 11,200.00 1562,020.00

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, October 23, 2012 3:36 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Cosco Problem

Hi Jason

Any news today from Cosco?

This is the same stalling they have been using for the past one month...how do we negotiate with a party that does not come to the table? Who is responsible for these additional charges?

Understand from the other side that our cargo is now in jeopardy of being auctioned by China customs owing to inactivity.

One of our industry friends has just told us they moved over 100 containers out of Xingang within the last 14 days and the demurrage was paid on the USA side. The other Lines are cooperating but we don't receive anything from Cosco.

I am planning to be in Colorado for family visit and leaving this Thursday (25 Oct) and returning Monday 29 October

My cell number: 706-474-4180.

Best regards,

Ron

DD

madfoods@msn.com

From: <madfoods@msn.com>
Date: Monday, October 29, 2012 4:50 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Subject: Re: Update on FMC Complaint No. 120646 - COSCO
Hi Jason,

I have just returned from Colorado trip and found your message.

I am deeply disappointed that Cosco has chosen such an unreasonable route.



However, they have never answered our first question from 09 October which is to provide a detailed statement of their daily charges. It is not enough to write the number of days and then insert a total.

Not all the daily charges are applied at the same rate. Therefore, they must provide a breakdown of charges than can be verified... There exist different levels or graduations of the charges...for example, the first seven days are free... the next seven days are assessed at another daily charge and we understand they increase in varying graduations thereafter. We have no information from them regarding this aspect of the charges they are claiming. **We have repeatedly asked for this information which is missing and needed in order to proceed.**

Despite our repeated requests, they refuse to send a proper accounting of their charges other than to indicate we should pay whatever amount they throw at us by adding "cannot be mitigated." However, it also appears their charges cannot be checked either...since when does any company send out this kind of money without receiving a proper invoice from the Line based on hard numbers?

My first option is NOT to abandon the cargo but their lack of cooperation has caused a substantial increase in the charges, unreasonable delay and a considerable waste of time. We could have had this problem resolved weeks ago if they would have been cooperative.

Please obtain from them a proper invoice...one which lists all of their proper charges including the cost of transporting the goods from Xingang to Hong Kong. Their charges should include a proper breakdown as per above. They have apparently cast my account adrift and I have no alternative but to enlist your assistance in obtaining this information since they refuse to provide it to our company. There is no longer anyone from Cosco servicing my account and I have no place to seek this information

In addition, this Line has been reckless in attempting to resolve a trade problem which was not caused by our company but rather by **THEIR** government. Cosco has been malicious in refusing to provide information relating to their costs and they have been much a part of the problem particularly by delays churning additional costs for the benefit of their own pocket..

5/9/2013

I think you have seen this to be the case.

In addition, please advise me how to make a **formal FMC complaint** against this Line for the above reasons plus several others which have directly led to the exacerbation of this problem. We have documents in our files indicating the goods should have been discharged in Shanghai thusly avoiding this entire expense.

I trust you can obtain their information overnight and without delay in order we might be able to lift this cargo prior to Chinese customs grabbing it for auction.

Best regards,

Ronald Penn

From: Jason Guthrie

Sent: Thursday, October 25, 2012 2:29 PM

To: RONALD PENN

Subject: Update on FMC Complaint No. 120646 - COSCO

Good afternoon, Ron,

I hope that your travels went without difficulty today.

Zoraya and I just spoke with Howard at COSCO a few minutes ago, and unfortunately, they are not budging and shutting down the mediation. Even when faced with the fact that SBI International would be abandoning the goods and would likely never again do business with COSCO, the word from Shanghai according to Howard is that they will not mitigate any of the fees at all.

Under these circumstances, I do not believe that there is much more we can do for you here in this office. I remain, of course, at your disposal with any questions or concerns you have when it is convenient for you.

Kind regards,

Jason Guthrie
Office of Consumer Affairs and Dispute Resolution Services
Federal Maritime Commission
800 North Capitol Street, NW
Washington, DC 20573
(202) 523-4597

All matters discussed with CADRS staff are confidential and subject to the same confidentiality provisions as administrative dispute resolutions pursuant to 5 U.S.C. 574 Except as specifically set forth in 5 U.S.C. 574,

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, November 06, 2012 1:57 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Any News?

Hi Jason

Wondering if we have any news from our friends?...we need to get this thing done before it's too late...all these delays are simply scuttling the deal.

Please give them a push

Best regards,

Ron

FF

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Thursday, November 08, 2012 12:31 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Any News?

GB

Hi Jason,

We are at the end of our rope regarding this matter because there is no cooperation coming from the other side.

Apparently, Cosco has decided not to provide any response to any of our requests for:

1. Offer of settlement \$60,000.00 plus \$46,000 in port fees.
2. Request for a counter proposal.
3. Request for a final price.

It is impossible for us to move the cargo without cooperation from Cosco Lines. Their utter lack of cooperation has prevented our timely retrieval of the cargo, has added immensely to the expenses and placed the quality of the goods in great peril.

Unless we receive their necessary cooperation by tomorrow 09 November, we shall be forced to pursue this matter under **Section 10 of the Shipping Act** that provides remedy and punishment for common carriers failing to cooperate with the settling of claims, involvement in unjust and unfair means or otherwise engaged in discriminatory practices.

Please pass this message along to Mr. Finkel in the hopes that he shall be able to immediately provide the necessary information to enable my firm to retrieve its cargo from Xingang.

Sincerely,

Ronald Penn
SBI International, Inc.

madfoods@msn.com

From: <madfoods@msn.com>
Date: Monday, November 12, 2012 12:02 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Cosco
Hi Jason,

I am at wits end with this Cosco problem.

It is impossible to move the cargo out of Xingang unless there's an agreement with Cosco since they are in possession of my cargo.

I cannot reach an agreement unless they are either negotiating a final settlement **OR** providing their final charges, including transit to Hong Konf and good for three weeks in order to allow our agent to resolve the customs details.

Their lack or refusal to cooperate has severely complicated this problem as the charges accrue on a daily basis and the condition of the merchandise is not secured.

I came to FMC because I believed you could assist in the negotiations or via mediation. I believe I have done my best to provide information and work toward a settlement. I think you shall agree they have not been fair and have not shown good faith in their negotiation.

However, after several weeks, all I have is one incomplete communicate from Cosco. I immediately requested further communication but I haven't heard anything in about one week.

Please tell me how I should resolve this problem, salvage the goods and prevent Cosco from attempting to "walk away" with this valuable cargo?

Sincerely,

Ronald Penn
SBI International, Inc.



5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Monday, November 19, 2012 2:30 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Cosco
Jason,

I attach my message from 12 November since it outlines the current situation with Cosco. As you are aware, we have been asking them since 01 October for a full schedule of charges including the freight rate from Xingang to Hong Kong.

As per our mutual understanding from last week, all Cosco had to do this time was to provide the above mentioned ocean freight rate and we would endeavor to move the goods. Another week has gone by and they have failed to cooperate, this time with your request.

A handwritten mark consisting of the Roman numeral 'II' enclosed within a hand-drawn oval.

As I have said below, *"It is impossible to move the cargo out of Xingang unless there's an agreement with Cosco since they are in possession of my cargo."*

As you are aware, time is of the essence in resolving this issue. The port charges and detentions are mounting daily and the quality of the goods continues to suffer.

It is apparent that Cosco has chosen to display an attitude of sheer and utter contempt for any request for their cooperation in this matter. In addition, it's solely in their financial interest to slow down the entire process.

As such, I believe they are in violation of the Rules as stipulated in the Shipping Reform Act of 1998, particularly Section 10.

Although I would prefer to settle the matter in an amicable manner I cannot do so without the assistance of Cosco.

I have exhausted all avenues in attempting to resolve the matter. The last 45 days have been met only with resistance.

Therefore, please forward all the necessary paperwork in order that my firm can file an immediate complaint with FMC.

Sincerely,

Ronald Penn

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Wednesday, November 21, 2012 11:48 AM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Subject: Re: Info Needed
 Hi Jason

Thanks for the information and we have no choice but to move ahead. Howard has forced us to make the complaint because he deliberately failed and/or refused to provide any basis whatsoever for settlement.

The act itself is self explanatory on this point Section 10b3 where it's prohibited to retaliate against one filing a complaint with FMC and 10b4E where it's specifically prohibited to engage or unjustly discriminate in the matter of the adjustment and settlement of claims. There are other prohibitions where it appears Cosco is also engaged.

I think Howard is leading his Company down a rat hole by refusing to settle this matter. I'm always open to settlement. If you think the mention of a formal complaint would move him then give him a push. My only interest is in resolving this issue and I would appreciate anything you can do.

Thanks again for your valuable assistance and best wishes for a Happy Thanksgiving

Sincerely,

Ron

From: Jason Guthrie
Sent: Wednesday, November 21, 2012 8:52 AM
To: RONALD PENN
Subject: RE: Info Needed

Hi Ron,

The complaint should be submitted to the Secretary of the Federal Maritime Commission at the address below.

Some more information can be found here:

http://www.fmc.gov/resources/formal_complaints.aspx

I'll let you know when I've talked to Howard. Would you like me to mention to him that you are in the process of filing a Formal Complaint to see if that moves things along, or would you rather keep that quiet right now?

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Monday, November 26, 2012 3:42 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Attach: 20121126154718687.pdf
Subject: Complaint

KK

Hi Jason

Hope yours was a good Thanksgiving.

Cosco dragged out the dispute resolution without providing any useful information and there was no end in sight in dealing with them.

Therefore, I had no choice but to file a formal complaint...attached please find the complaint that was filed with the Secretary as of Friday 23 November.

I hope to prevail and recover the value of my cargo despite the complete lack of cooperation from Cosco

Best regards,

Ronald

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, November 27, 2012 12:17 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Subject: Cosco Settlement
 Hi Jason,

Many thanks for your call and I was pleased to learn that Cosco is willing to accept my earlier proposal.

According to the information available, the following procedure should be followed in order to ensure a smooth and prompt removal of the goods from Xingang. The port charges need updating and our agent shall take care of that. In any case, they are for our account.

1. Payment to Cosco USD\$ 60,000.00 for settlement of all detention/demurrage in Xingang for the period through 30 November 2012. Additional amounts prorated on daily basis beyond that date at a mutually agreed daily rate per container.
2. Payment shall be made in the USA via wire transfer of funds (USD\$ 60,000.00) to the USA bank at any account designated by Cosco.
3. Upon receipt of USD\$60,000.00, Cosco shall issue a letter to Shipper stating that all payment for detention/demurrage shall be

settled by shipper on this side (in the USA) and Cosco releases the goods for shipment to:

Tianjin Tongda Sheng yun Freight
 Forwarders Co., Ltd.

Address: Room 29-1-501 H. 1111 Tower, TangGu District, Tianjin
 Tel: 86 022 66389956
 Fax: 86 022 66389976

4. Shipper undertakes the responsibility for all port charges in Xingang including plug in, moving fees, etc. via his agent (above) who shall provide a letter stating that all local charges have been satisfied.

According to the agent, here is the break down that shall be settled by Shipper
 (estimate to be updated based on the charges beyond 10/31/12)

Port charge RMB238 x4 = **USD 151.00**
 Power charge (it depends on to when it leaves port), he had calculation based on to 10/31. 4fcl total RMB161.084 (**USD 25,568**)
 Dry charge RMB1200 x4 (**USD 762.00**)
 Moving fees – RMB 300 x4 (**USD 190.47**)
 Agent fees & expenses – RMB 22800 x4 (**USD 14,476**)
 Custom inspection fee – RMB 2300 x4 (**USD 1460**)
 Customs connection fee – RMB6000 x4 (**USD 3809**)

5/9/2013

Total is \$46,416.47....plus additional days as per above.

5. After customs exit clearance in Xingang, Cosco shall transport the goods to Hong Kong at a rate included in the above payment. Shipper to supply all the necessary shipping and documentary information required to move the cargo to Hong Kong.
6. Agreement is confidential between shipper and carrier.

I trust we can move ahead quickly. If Cosco can promptly agree to the above then SBI International, Inc. is prepared to move ahead immediately with the wire transfer.

Look forward to your further good news.

Kind regards,

Ron Penn
SBI International, Inc.

5/9/2013

This is the email I just sent to Howard. Anything specific you see as problematic, aside from the time from November 30 through now?

Kind regards,

Jason Guthrie
Office of Consumer Affairs and Dispute Resolution Services
Federal Maritime Commission
800 North Capitol Street, NW
Washington, DC 20573
(202) 523-4597

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From: Jason Guthrie
Sent: Wednesday, December 05, 2012 3:35 PM
To: 'HFinkel/Howard Finkel (US/CCLA/TRD)'
Subject: Potential settlement between COSCO and SBI International

Hey Howard,

Just want to make sure I've got the information right based on our phone call:

1. SBI International would wire to COSCO in the USA \$60,000.
2. This would cover all D and D charges through November 30.
3. Shipper would be responsible for D and D charges for time after November 30. (Any chance we can find a reduced rate for the period from November 30 on or waive this entirely?)
4. Cosco releases the goods for shipment to:

Tianjin Tongda Sheng yun Freight
Forwarders Co., Ltd.

Address: Room 2201-501, No. 10, Jiefang Road, District Tianjin
Tel: 86-(22)-66049055
Fax: 86-(22)-66038276

5. Shipper undertakes the responsibility for all port charges in Xingang including plug in, moving fees, etc. via his agent (above) who shall provide a letter stating that all local charges have been satisfied.
6. Shipper could then book the cargo from Xingang to Hong Kong at a rate of \$950 per container, plus any additional charges and fees according to COSCO's tariff.
7. Agreement is confidential between shipper and carrier
8. Shipper agrees to withdraw formal docket filing 12-10 with the Federal Maritime Commission.

Kind regards,

Jason Guthrie
Office of Consumer Affairs and Dispute Resolution Services
Federal Maritime Commission
800 North Capitol Street, NW
Washington, DC 20573

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Friday, December 07, 2012 2:36 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Subject: Cosco
Hi Jason



This is simply unacceptable that we cannot get simple answers from Howard or Cosco. In meantime FMC is holding me to deadlines but Howard continues to stall, I cannot drop the case.

Nothing takes this long for answers...we're close to a settlement but Howard is still playing games. You mean it takes a week to tell me where to send the money?

All the money has been sitting in our bank waiting to be transferred and Cosco cannot even tell me where to wire the funds???? And Hopward does not have the decency to reply about anything?

FYI, the plug in charges and other expenses in Xingang have **increased by \$12,000** since we started the settlement process with Howard...each day is costing us and bleeding our hard earned money out of our pockets.. this is malicious and it's got to stop now.

Either we have a deal or we don't. If we have a deal then it's got to be resolved by next Wed 12 December otherwise I will hire the best attorney and I'll meet Howard probably hiding in a corner at FMC hearing in Washington...and he can be responsible for \$164K worth of chicken parts that's going to belong to Cosco.

I tried calling you today because another week has flown by and Howard has managed to add another chunk significantly to my costs, revenue into his company's pocket and no settlement...

I cannot do this anymore.

Best regards,

Ron

-----Original Message-----

From: Jason Guthrie
Sent: Tuesday, December 04, 2012 8:15 AM
To: Ron Penn
Subject: RE: Cosco

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, December 11, 2012 2:29 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Attach: 20121211143533963.pdf
Subject: Transfer Made please Notify Howard



Jayson,

The funds USD\$60,000.00 have been transferred to Cosco this afternoon and are already in their account.

Attached please find the Region's bank transcript including sequence number and officer's signature verifying the transaction.

It is now important that Cosco do the necessary and provide a letter that their charges are being paid in USA to enable our agent to start working with Xingang customs in order to re-export the containers.

Best regards,

Ron

madfoods@msn.com

From: <madfoods@msn.com>
Date: Tuesday, December 11, 2012 3:59 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Fw: Cosco Progress

From my agent in Xingang.....this is
what we need from Cosco now they have received their money.
They need to notify Xingang as follows...

Please provide us with a copy of their release....I cannot
move anything without this message from Cosco.

PP

**"More importantly, please tell Cosco to release containers to the
agent's name
below and need email confirmation that the demurrage will be
paid by US side.**

Tianjin Tongda Sheng yun Freight
Forwarders Co., Ltd.

Address: Room 29-4-501 Tianjin District Tanggu District Tianjin
Tel.: 86-022-86389956
Fax: 86-022-86389976

Thank you very much,

Ron

madfoods@msn.com

From: <madfoods@msn.com>
Date: Wednesday, December 12, 2012 3:59 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Attach: 20121212153034993.pdf
Subject: Cosco Release Needed
Dear Jason

Many thanks for your call today.

Now that Cosco has received the \$60,000.00 payment covering demurrage/detention, what is needed from Cosco is a simple release of the four containers to our Forwarding agent in Xingang.

Q^Q

Our agent as below:

Tianjin Tongda Sheng Yun Freight Forwarders Co.,Ltd.
Address: Room 29-4-501 Huayun Garden TangGu District TianJin
Tel: 86-022-66389956
Fax: 86-022-66389976

Local customs don't allow our agent to pay the port charges until the goods are released by the Line. Therefore, the sole purpose of this release is to permit our agent to pay off **ALL** port and customs charges in Xingang. **Today, we have wired him the necessary funds required to pay off the local charges.**

After the local charges have been satisfied by our agent, the goods shall then be cleared by customs as free for re-export. At that time, and only after the goods are cleared, shall we request Cosco to transport them to Hong Kong.

Under no circumstances shall we move the goods until such time as the local charges have all been satisfied and customs approves the goods for re-export.

For your guidance, I am attaching our itemized estimate of port charges being paid by our agent. The projected amount comes to **CY 386,684 equivalent to USD\$ 60,419.38.**

Attached please find itemized listing of the charges as per below:

B/L 800 6550469 Container CBHU 283 4534 Estimated CY 97.210

B/L 800 6550460 Container TRIU 879 0938 Estimated CY 97,210

B/L 800 6544330 Container CBHU 296 9740 Estimated CY 95,362

B/L 800 6513204 Container TRIU 868 1562 Estimated CY 96,902

Therefore, please ask Cosco to kindly issue their release in Xingang of the containers to our agent in order he may proceed with the re-export process by making his payment of all outstanding port and customs charges.

If there are any local questions, Cosco can easily contact our agent. Listed below are his phone numbers:

Tel: 86-022-66389956

Fax: 86-022-66389976

I am sure they can work out whatever details are necessary in order to move this cargo..

Best regards,

Ron Penn

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Friday, January 04, 2013 1:16 PM
To: "Jason Guthrie" <jguthrie@finc.gov>
Subject: Cosco Problem Urgent

URGENT.....URGENT.....URGENT

RR

Jason,

I guess we knew this was coming...

I just received an urgent message from Xingang that Cosco has not released the containers to our local agent. Therefore, we cannot move the goods.

Can you please chase after them to sent an immediate message to Cosco Xingang to release the containers so we can clear them thru customs as I have previously requested....please confirm this being done as our agent is standing by in order to clear the containers for re-export.

It's impossible to get this done without their cooperation....they must act in good faith.

What is wrong with them...**they got their money** and now cling to the merchandise
as if it's their own? **They cannot have it both ways!!**

Ron

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
Date: Monday, January 07, 2013 12:32 PM
To: "Jason Guthrie" <jguthrie@fmc.gov>
Attach: 20130107121339763.pdf
Subject: Proof of Payment to Cosco

Hi Jason,

Let me begin by wishing you a Healthy and Prosperous New Year.

I am afraid that Cosco Lines has been making a game out of this very serious matter.

Attached please find a copy of our Company wire transfer issued by Regions Bank evidencing our payment via Wire Transfer of Funds on 11 December in the amount of USD\$ 60,000.00.

This payment corresponds with their attached invoices covering settlement of Xingang Demurrage and Detention for the 4 containers involved in this dispute.

207 119 7909 Container CBHU 296 9740 USD\$ 14,292.05

207 119 7907 Container TRIU 879 0938 USD\$ 14,921.31

207 119 7904 Container CBHU 283 4534 USD \$ 14,921.31

207 119 7910 Container TRIU 868 1562 USD\$ 15,865.33

In consideration for the above payment, we requested the containers be released to our agent in Xingang.

Unfortunately, Cosco has failed to comply with our request and an additional 3 weeks have now slipped past.

Please convey to them the seriousness of our request and their failure to comply shall be a violation of our agreement and a clear indicator of their overall failure to cooperate in this matter.

Their current position of holding onto both the goods and the payment (funds) is unacceptable and I believe unethical.



5/9/2013

They need to immediately inform their counterparts in Xingang that payment has been received on 11 December in USA for demurrage and detention for the above mentioned containers and to request their full cooperation in clearing the goods for re-export shall immediately be extended to our agent.

Failing the above, they can pay full value for the cargo USD\$ 129,000.00 and return the \$60,000 dollars plus all our other expenses in this fiasco.

Since Cosco has been diligent in causing delay, we now take the opportunity to hold them responsible for any quality claims to the goods that may arise out of their negligence and/or delays in assisting the re-export of the cargo.

I trust that you shall be successful in conveying the seriousness of this matter to Cosco Lines.

No more delays are acceptable.

Sincerely,

Ron Penn
President & CEO
SBI International

5/9/2013

madfoods@msn.com

From: <madfoods@msn.com>
 Date: Tuesday, January 29, 2013 10:11 AM
 To: "Jason Guthrie" <jguthrie@fmc.gov>
 Subject: Cosco Updated
 Good morning Jason,

I hope you have heard something positive from Howard regarding 4 containers stranded in Xingang because this situation cannot continue indefinitely.

SBI International, Inc. has done everything within its power to cooperate and comply with every request received from Cosco. However, the absence of their mutual cooperation has blocked resolution of the issue.

I would like to know answers to the following questions...

1. Why there has been no movement from their side since 11 December after we paid the \$60,000.00 they requested?
2. Why the goods were never released to our agent in Xingang right after they received the payment?
3. Why almost 60 days have expired and there has been no release of the goods?
4. What do they propose as to how this situation shall be resolved?

Unless they are prepared to immediately enter into serious discussions on the resolution of this matter, we shall consider they have taken over ownership of the goods in Xingang and we shall have no choice but to charge their account accordingly as per the following table:

Value of the cargo:	USD\$ 164,176.81	
Demurrage to Cosco:	USD\$ 60,000.00	Paid to Cosco on 12/11/12
Xingang Port Fees:	USD\$ 48,335.50	Paid to Agent on 12/11/12
Interest 8%:	<u>USD\$ 21,800.99</u>	

USD\$ 272,512.31

Cosco delays have resulted in additional port fees in Xingang after 30 November and those charges shall be added to the above after they are known.

Since this matter has gone on long enough, the deadline for negotiations shall expire on Wednesday 06 February 2013.

Unless Cosco enters into serious negotiations no later than the above date, we shall consider the goods as their property, belonging to them and in turn, hold Cosco responsible for all the costs and charges associated with the goods.

In absence of their immediate cooperation, we shall pursue any and all proper remedies that are available to us.

Please convey all of the above to Howard and Cosco Lines.

Sincerely,

Ron Penn
SBI International, Inc.

5/9/2013

SBI INTERNATIONAL, INC. 5700 & 5719

Vendor QuickReport

January 1, 2011 through May 10, 2013

WW

Type	Date	Num	Memo	Amount
Cosco Container Lines				
Bill	10/27/2011	COSU8005466109	COSU8005466109	-2,861.00
Bill	10/27/2011	COSU8005468488	COSU8005468488	-2,861.00
Bill	10/27/2011	COSU8005466100	COSU8005466100	-2,861.00
Bill	10/27/2011	COSU8005468489	COSU8005468489	-2,861.00
Bill	10/27/2011	COSU8005468480	COSU8005468480	-2,861.00
Bill	10/27/2011	COSU8005466080	COSU8005466080	-5,673.50
Bill Pmt -Check	10/28/2011	24248	COSU8005466109	-2,861.00
Bill Pmt -Check	10/28/2011	24298	COSU8005466080	-5,673.50
Bill Pmt -Check	11/01/2011	24255	COSU8005468488	-2,861.00
Bill Pmt -Check	11/01/2011	24257	COSU8005466100	-2,861.00
Bill Pmt -Check	11/01/2011	24258	COSU8005468489	-2,861.00
Bill Pmt -Check	11/01/2011	24259	COSU8005468480	-2,861.00
Bill	11/01/2011	COSU8005475199	COSU8005475199	-2,856.00
Bill	11/01/2011	COSU8005475190	COSU8005475190	-2,856.00
Bill	11/07/2011	COSU8005387419	COSU8005387419	-2,861.00
Bill	11/07/2011	COSU8005387410	COSU8005387410	-2,861.00
Bill	11/07/2011	COSU8005466090	COSU8005466090	-2,861.00
Bill	11/07/2011	COSU8005466099	COSU8005466099	-2,861.00
Bill Pmt -Check	11/07/2011	24286	COSU8005387419	-2,861.00
Bill Pmt -Check	11/07/2011	24288	COSU8005387410	-2,861.00
Bill Pmt -Check	11/09/2011	24290	COSU8005466090	-2,861.00
Bill Pmt -Check	11/09/2011	24291	COSU8005466099	-2,861.00
Bill	11/14/2011	COSU8005466108	COSU8005466108	-50.00
Bill Pmt -Check	11/14/2011	24322	COSU8005466108	-50.00
Bill	11/15/2011	COSU8006311790	COSU8006311790	-5,673.50
Bill Pmt -Check	11/18/2011	24366	COSU8005475190	-2,856.00
Bill	11/21/2011	COSU8005397098	COSU8005397098	-2,861.00
Bill	11/21/2011	COSU8006314639	COSU8006314639	-2,861.00
Bill	11/21/2011	COSU8005397099	COSU8005397099	-2,861.00
Bill Pmt -Check	11/22/2011	24364	COSU8005475199	-2,856.00
Bill Pmt -Check	11/25/2011	24385	COSU8006311790	-5,673.50
Bill Pmt -Check	11/28/2011	24369	COSU8005397098	-2,861.00
Bill Pmt -Check	11/28/2011	24372	COSU8006314639	-2,861.00
Bill Pmt -Check	11/28/2011	24374	COSU8005397099	-2,861.00
Bill	12/06/2011	COSU8006335259	COSU8006335259	-2,861.00
Bill	12/06/2011	COSU8006335257	COSU8006335257	-2,861.00
Bill	12/06/2011	COSU8006335256	COSU8006335256	-2,861.00
Bill	12/06/2011	COSU8006335250	COSU8006335250	-2,861.00
Bill	12/06/2011	COSU8006314629	COSU8006314629	-2,861.00
Bill	12/06/2011	COSU8006314620	COSU8006314620	-2,861.00
Bill	12/06/2011	COSU8006314628	COSU8006314628	-2,861.00
Bill	12/06/2011	COSU8006314619	COSU8006314619	-2,861.00
Bill	12/06/2011	COSU8005397090	COSU8005397090	-2,861.00
Bill	12/06/2011	COSU8006314610	COSU8006314610	-2,861.00
Bill	12/06/2011	COSU8006314618	COSU8006314618	-2,861.00
Bill Pmt -Check	12/12/2011	24419	COSU8006335259	-2,861.00
Bill Pmt -Check	12/12/2011	24421	COSU8006335257	-2,861.00
Bill Pmt -Check	12/12/2011	24422	COSU8006335256	-2,861.00
Bill Pmt -Check	12/12/2011	24423	COSU8006335250	-2,861.00
Bill Pmt -Check	12/12/2011	24424	COSU8006314629	-2,861.00
Bill Pmt -Check	12/13/2011	24425	COSU8006314620	-2,861.00
Bill Pmt -Check	12/13/2011	24426	COSU8006314628	-2,861.00
Bill Pmt -Check	12/13/2011	24427	COSU8006314619	-2,861.00
Bill Pmt -Check	12/13/2011	24428	COSU8005397090	-2,861.00
Bill Pmt -Check	12/13/2011	24429	COSU8006314610	-2,861.00
Bill Pmt -Check	12/13/2011	24430	COSU8006314618	-2,861.00
Bill	12/23/2011	COSU8006339449	COSU8006339449	-2,861.00
Bill	12/23/2011	COSU8006339448	COSU8006339448	-2,861.00
Bill	12/23/2011	COSU8006339450	COSU8006339450	-2,861.00
Bill	12/23/2011	COSU8006339459	COSU8006339459	-2,861.00
Bill	12/23/2011	COSU8006350960	COSU8006350960	-2,861.00
Bill	12/23/2011	COSU8006350969	COSU8006350969	-2,861.00
Bill Pmt -Check	12/28/2011	24473	COSU8006339449	-2,861.00
Bill Pmt -Check	12/28/2011	24475	COSU8006339448	-2,861.00
Bill Pmt -Check	12/28/2011	24476	COSU8006339450	-2,861.00
Bill Pmt -Check	12/28/2011	24477	COSU8006339459	-2,861.00
Bill Pmt -Check	12/28/2011	24478	COSU8006350960	-2,861.00
Bill Pmt -Check	12/29/2011	24479	COSU8006350969	-2,861.00
Bill	01/06/2012	COSU8006376660	COSU8006376660	-2,861.00
Bill	01/06/2012	COSU8006376669	COSU8006376669	-2,861.00
Bill	01/06/2012	COSU8006324679	COSU8006324679	-2,861.00

SBI INTERNATIONAL, INC. 5700 & 5719

Vendor QuickReport

January 1, 2011 through May 10, 2013

WU

Type	Date	Num	Memo	Amount
Bill	01/06/2012	COSU8006336080	COSU8006336080	-2,861.00
Bill	01/06/2012	COSU8006336088	COSU8006336088	-2,861.00
Bill	01/06/2012	COSU8006336089	COSU8006336089	-2,861.00
Bill Pmt -Check	01/09/2012	24499	COSU8006376660	-2,861.00
Bill Pmt -Check	01/09/2012	24503	COSU8006376669	-2,861.00
Bill Pmt -Check	01/09/2012	24504	COSU8006324679	-2,861.00
Bill Pmt -Check	01/09/2012	24505	COSU8006336080	-2,861.00
Bill Pmt -Check	01/09/2012	24506	COSU8006336088	-2,861.00
Bill Pmt -Check	01/09/2012	24507	COSU8006336089	-2,861.00
Bill	01/13/2012	COSU8006324670	COSU8006324670	-2,861.00
Bill	01/13/2012	COSU8006377569	COSU8006377569	-2,861.00
Bill	01/13/2012	COSU8006377568	COSU8006377568	-2,861.00
Bill	01/13/2012	COSU8006324678	COSU8006324678	-2,861.00
Bill	01/17/2012	COSU8006403198	COSU8006403198	-2,861.00
Bill	01/17/2012	COSU8006403190	COSU8006403190	-2,861.00
Bill	01/17/2012	COSU8006387729	COSU8006387729	-2,861.00
Bill	01/17/2012	COSU8006387719	COSU8006387719	-2,861.00
Bill	01/17/2012	COSU8006387711	COSU8006387711	-2,861.00
Bill Pmt -Check	01/19/2012	24533	COSU8006324670	-2,861.00
Bill Pmt -Check	01/19/2012	24539	COSU8006324678	-2,861.00
Bill Pmt -Check	01/19/2012	24541	COSU8006377569	-2,861.00
Bill Pmt -Check	01/19/2012	24542	COSU8006377568	-2,861.00
Bill Pmt -Check	01/24/2012	24558	COSU8006403198	-2,861.00
Bill Pmt -Check	01/24/2012	24561	COSU8006403190	-2,861.00
Bill Pmt -Check	01/24/2012	24562	COSU8006387729	-2,861.00
Bill Pmt -Check	01/24/2012	24563	COSU8006387719	-2,861.00
Bill Pmt -Check	01/24/2012	24564	COSU8006387711	-2,861.00
Bill	01/30/2012	COSU8006387718	COSU8006387718	-2,861.00
Bill Pmt -Check	01/30/2012	24577	COSU8006387718	-2,861.00
Bill	02/01/2012	COSU8006402918	COSU8006402918	-2,861.00
Bill	02/01/2012	COSU8006402910	COSU8006402910	-2,861.00
Bill	02/03/2012	COSU8006387721	COSU8006387721	-50.00
Bill Pmt -Check	02/03/2012	24593	COSU8006387721	-50.00
Bill	02/03/2012	COSU8006402908	COSU8006402908	-2,861.00
Bill	02/03/2012	COSU8006402900	COSU8006402900	-2,861.00
Bill	02/06/2012	COSU8006387710	COSU8006387710	-50.00
Bill Pmt -Check	02/06/2012	24595	COSU8006387710	-50.00
Bill Pmt -Check	02/06/2012	24598	COSU8006402918	-2,861.00
Bill Pmt -Check	02/06/2012	24603	COSU8006402910	-2,861.00
Bill	02/08/2012	COSU8006403200	COSU8006403200	-2,911.00
Bill Pmt -Check	02/10/2012	24613	COSU8006402908	-2,861.00
Bill Pmt -Check	02/10/2012	24621	COSU8006402900	-2,861.00
Bill Pmt -Check	02/10/2012	24623	COSU8006403200	-2,861.00
Bill	02/21/2012	COSU8006402909	COSU8006402909	-2,861.00
Bill Pmt -Check	02/23/2012	24665	COSU8006403200	-50.00
Bill	02/23/2012	COSU8006435250	COSU8006435250	-2,861.00
Bill Pmt -Check	02/24/2012	24671	COSU8006435250	-2,861.00
Bill Pmt -Check	02/28/2012	24679	COSU8006402909	-2,861.00
Bill	03/01/2012	COSU8006419178	COSU8006419178	-2,861.00
Bill	03/01/2012	COSU8006419170	COSU8006419170	-2,861.00
Bill Pmt -Check	03/01/2012	24692	COSU8006419178	-2,861.00
Bill Pmt -Check	03/01/2012	24696	COSU8006419170	-2,861.00
Bill	03/02/2012	COSU8006401958	COSU8006401958	-2,861.00
Bill Pmt -Check	03/12/2012	24738	COSU8006401958	-2,861.00
Bill	03/14/2012	COSU8006401959	COSU8006401959	-2,861.00
Bill	03/14/2012	COSU8006401950	COSU8006401950	-2,861.00
Bill	03/16/2012	COSU8006435259	COSU8006435259	-2,861.00
Bill Pmt -Check	03/16/2012	24871	COSU8006401959	-2,861.00
Bill Pmt -Check	03/16/2012	24872	COSU8006401950	-2,861.00
Bill	03/19/2012	COSU8006473880	COSU8006473880	-2,861.00
Bill	03/19/2012	COSU8006473881	COSU8006473881	-2,861.00
Bill Pmt -Check	03/19/2012	24763	COSU8006435259	-2,861.00
Bill Pmt -Check	03/19/2012	24772	COSU8006473880	-2,861.00
Bill Pmt -Check	03/19/2012	24774	COSU8006473881	-2,861.00
Bill	03/24/2012	COSU8006419179	COSU8006419179	-2,861.00
Bill Pmt -Check	03/24/2012	24807	COSU8006419179	-2,861.00
Bill	03/28/2012	COSU8006473884	COSU8006473884	-2,861.00
Bill	03/28/2012	COSU8006473882	COSU8006473882	-2,861.00
Bill	03/28/2012	COSU8006473883	COSU8006473883	-2,861.00
Bill	03/28/2012	COSU8006475711	COSU8006475711	-2,861.00
Bill Pmt -Check	03/28/2012	24816	COSU8006473884	-2,861.00
Bill Pmt -Check	03/28/2012	24820	COSU8006473882	-2,861.00

SBI INTERNATIONAL, INC. 5700 & 5719

Vendor QuickReport

January 1, 2011 through May 10, 2013

Type	Date	Num	Memo	Amount
Bill Pmt -Check	03/28/2012	24822	COSU8006473883	-2,861.00
Bill Pmt -Check	03/28/2012	24824	COSU8006475711	-2,861.00
Bill	03/30/2012	COSU8006475710	COSU8006475710	-2,861.00
Bill	03/30/2012	COSU8006475714	COSU8006475714	-2,861.00
Bill	03/30/2012	COSU8006475712	COSU8006475712	-2,861.00
Bill	03/30/2012	COSU8006475713	COSU8006475713	-2,861.00
Bill Pmt -Check	04/02/2012	24826	COSU8006475710	-2,861.00
Bill Pmt -Check	04/02/2012	24832	COSU8006475714	-2,861.00
Bill Pmt -Check	04/02/2012	24833	COSU8006475712	-2,861.00
Bill Pmt -Check	04/02/2012	24834	COSU8006475713	-2,861.00
Bill	04/13/2012	COSU8006708640	COSU8006708640	-2,836.00
Bill Pmt -Check	04/16/2012	24877	COSU8006708640	-2,786.00
Bill	04/25/2012	COSU8006514320	COSU8006514320	-2,786.00
Bill	04/25/2012	COSU8006514321	COSU8006514321	-2,786.00
Bill	04/25/2012	COSU8006514324	COSU8006514324	-2,976.00
Bill Pmt -Check	04/26/2012	24910	COSU8006514320	-2,786.00
Bill Pmt -Check	04/26/2012	24913	COSU8006514321	-2,786.00
Bill Pmt -Check	04/26/2012	24915	COSU8006514324	-2,976.00
Bill	04/30/2012	COSU8006709122	COSU8006709122	-2,836.00
Bill	05/04/2012	COSU8006514322	COSU8006514322	-2,786.00
Bill	05/04/2012	COSU8006513200	COSU8006514321	-2,786.00
Bill	05/04/2012	COSU8006513201	COSU8006513201	-2,786.00
Bill	05/04/2012	COSU8006513205	COSU8006513205	-2,786.00
Bill Pmt -Check	05/04/2012	24933	COSU8006514322	-2,786.00
Bill Pmt -Check	05/04/2012	24942	COSU8006514321	-2,786.00
Bill Pmt -Check	05/04/2012	24944	COSU8006513201	-2,786.00
Bill Pmt -Check	05/04/2012	24946	COSU8006513205	-2,786.00
Bill	05/07/2012	COSU8006526381	COSU8006526381	-2,886.00
Bill	05/07/2012	COSU8006513204	COSU8006513204	-2,936.00
Bill	05/07/2012	COSU8006514323	COSU8006514323	-2,786.00
Bill Pmt -Check	05/07/2012	24965	COSU8006709122	-2,786.00
Bill Pmt -Check	05/08/2012	24968	COSU8006526381	-2,786.00
Bill Pmt -Check	05/08/2012	24970	COSU8006513204	-2,886.00
Bill Pmt -Check	05/08/2012	24971	COSU8006514323	-2,786.00
Bill	05/10/2012	COSU8006544330	COSU8006544330	-2,936.00
Bill Pmt -Check	05/10/2012	24980	COSU8006544330	-2,886.00
Bill Pmt -Check	05/10/2012	24985	COSU8006513203	-2,786.00
Bill	05/10/2012	COSU8006513202	COSU8006513202	-3,286.00
Bill	05/11/2012	COSU8006513203	COSU8006513203	-2,786.00
Bill Pmt -Check	05/14/2012	23091	COSU8006513202	-3,286.00
Bill Pmt -Check	05/17/2012	25005		-150.00
Bill Pmt -Check	05/18/2012	24993	COSU8006709121	-3,286.00
Bill	05/21/2012	COSU8006709121	COSU8006709121	-3,286.00
Bill	05/21/2012	COSU8006526382	COSU8006526382	-2,786.00
Bill	05/21/2012	COSU8006540830	COSU8006540830	-2,786.00
Bill	05/21/2012	COSU8006526380	COSU8006526380	-2,786.00
Bill Pmt -Check	05/29/2012	25022	COSU8006526382	-2,786.00
Bill Pmt -Check	05/29/2012	25027	COSU8006540830	-2,786.00
Bill Pmt -Check	05/29/2012	25030	COSU8006526380	-2,786.00
Bill	05/30/2012	COSU8006550460	COSU8006550460	-2,886.00
Bill Pmt -Check	05/30/2012	25038	COSU8006550460	-2,886.00
Bill	05/30/2012	COSU8006550469	COSU8006550469	-2,886.00
Bill Pmt -Check	05/30/2012	25046	COSU8006550469	-2,886.00
Bill	06/01/2012	COSU8006513202	COSU8006513202	-637.00
Bill Pmt -Check	06/01/2012	25060	COSU8006513202	-637.00
Bill	06/01/2012	COSU8006564510	COSU8006564510	-2,786.00
Bill Pmt -Check	06/05/2012	25069	COSU8006564510	-2,786.00
Bill	06/06/2012	COSU8006548671	COSU8006548671	-2,786.00
Bill	06/06/2012	COSU8006548670	COSU8006548670	-3,686.00
Bill	06/07/2012	COSU8006526380	COSU8006526380	-1,400.00
Bill Pmt -Check	06/07/2012	25063	COSU8006526380	-1,400.00
Bill	06/07/2012	COSU8006567871	COSU8006567871	-3,026.00
Bill	06/07/2012	COSU8006558402	COSU8006558402	-3,286.00
Bill	06/07/2012	COSU8006558401	COSU8006558401	-2,786.00
Bill	06/07/2012	COSU8006564511	COSU8006564511	-3,086.00
Bill	06/07/2012	COSU8006564512	COSU8006564512	-3,886.00
Bill	06/07/2012	COSU8006575760	COSU8006575760	-3,026.00
Bill	06/07/2012	COSU8006567870	COSU8006567870	-3,636.00
Bill	06/07/2012	COSU8006558404	COSU8006558404	-3,286.00
Bill	06/07/2012	COSU8006558405	COSU8006558405	-3,586.00
Bill Pmt -Check	06/08/2012	25094	COSU8006548671	-2,786.00
Bill Pmt -Check	06/11/2012	25099	COSU8006544330	-50.00

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WV

Type	Date	Num	Memo	Amount
Bill Pmt -Check	06/12/2012	25102	COSU8006548670	-2,886.00
Bill Pmt -Check	06/13/2012	25108	COSU8006567871	-2,976.00
Bill Pmt -Check	06/13/2012	25117	COSU8006558402	-2,886.00
Bill Pmt -Check	06/13/2012	25120	COSU8006558401	-2,786.00
Bill Pmt -Check	06/13/2012	25124	COSU8006575760	-2,976.00
Bill Pmt -Check	06/13/2012	25125	COSU8006567870	-2,786.00
Bill Pmt -Check	06/13/2012	25126	COSU8006558404	-2,786.00
Bill Pmt -Check	06/13/2012	25127	COSU8006558405	-2,786.00
Bill	06/15/2012	COSU8006571383	COSU8006571383	-2,976.00
Bill Pmt -Check	06/22/2012	25137	COSU8006564512	-3,886.00
Credit	06/22/2012	2071107856	2071107856	100.00
Bill	06/22/2012	COSU8006558400	COSU8006558400	-3,026.00
Bill	06/22/2012	COSU8006558403	COSU8006558403	-2,786.00
Bill	06/23/2012	COSU8006571384	COSU8006571384	-2,786.00
Bill Pmt -Check	06/25/2012	25149	COSU8006571383	-2,976.00
Bill Pmt -Check	06/25/2012	25160	COSU8006558400	-2,976.00
Bill Pmt -Check	06/25/2012	25162	COSU8006558403	-2,786.00
Bill Pmt -Check	06/25/2012	25164	COSU8006571384	-2,786.00
Bill Pmt -Check	06/25/2012	25170	COSU8006548670	-700.00
Bill Pmt -Check	06/25/2012	25196	COSU8006564511	-3,086.00
Bill	06/29/2012	COSU8006571382	COSU8006571382	-3,026.00
Bill	06/29/2012	COSU8006571380	COSU8006571380	-2,836.00
Bill Pmt -Check	06/29/2012	25198	COSU8006571382	-2,976.00
Bill Pmt -Check	06/29/2012	25199	COSU8006571380	-2,836.00
Bill	06/29/2012	COSU8006571381	COSU8006571381	-2,836.00
Bill Pmt -Check	06/29/2012	25233	COSU8006571381	-2,786.00
Bill Pmt -Check	07/03/2012	25197	COSU8006558402	-400.00
Bill	07/03/2012	COSU8006605304	COSU8006605304	-2,836.00
Bill	07/03/2012	COSU8006605301	COSU8006605301	-2,786.00
Bill Pmt -Check	07/05/2012	25214	COSU8006605301	-2,786.00
Bill Pmt -Check	07/05/2012	25215	COSU8006605300	-2,976.00
Credit	07/05/2012	2071122996	2071122996	400.00
Bill Pmt -Check	07/06/2012	25203	COSU8006567870	-800.00
Bill Pmt -Check	07/06/2012	25204	COSU8006558405	-800.00
Bill Pmt -Check	07/09/2012	25202	COSU8006526381	-100.00
Bill Pmt -Check	07/09/2012	25219	COSU8006588212	-2,786.00
Bill Pmt -Check	07/09/2012	25224	COSU8006588210	-2,976.00
Bill	07/11/2012	COSU8006605300	COSU8006605300	-3,026.00
Bill	07/11/2012	COSU8006588212	COSU8006588212	-2,786.00
Bill	07/11/2012	COSU8006588210	COSU8006588210	-3,286.00
Bill Pmt -Check	07/12/2012	25226		-100.00
Bill	07/23/2012	COSU8006605305	COSU8006605305	-2,976.00
Bill Pmt -Check	07/24/2012	25252	COSU8006605305	-2,976.00
Bill Pmt -Check	07/27/2012	25287	COSU8006588210	-310.00
Bill	07/27/2012	COSU8006651411	COSU8006651411	-2,976.00
Bill	07/27/2012	COSU8006651410	COSU8006651410	-2,976.00
Bill	07/29/2012	COSU8006605303	COSU8006605303	-2,786.00
Bill Pmt -Check	07/29/2012	25327	COSU8006605303	-2,786.00
Bill Pmt -Check	07/29/2012	25328	COSU8006605304	-2,836.00
Bill Pmt -Check	07/31/2012	25291	COSU8006651411	-2,976.00
Bill Pmt -Check	07/31/2012	25299	COSU8006651410	-2,976.00
Bill	07/31/2012	COSU8006651414	COSU8006651414	-2,976.00
Bill Pmt -Check	08/06/2012	25309	COSU8006651414	-2,976.00
Bill	08/12/2012	COSU8006668020	COSU8006668020	-2,461.00
Bill	08/14/2012	COSU8006632252	COSU8006632252	-2,651.00
Bill	08/17/2012	COSU8006671391	COSU8006671391	-2,651.00
Bill Pmt -Check	08/20/2012	25350	COSU8006668020	-2,461.00
Bill	08/20/2012	COSU8006651413	COSU8006651413	-2,786.00
Bill	08/20/2012	COSU8006632250	COSU8006632250	-2,786.00
Bill Pmt -Check	08/24/2012	25384	COSU8006651413	-2,786.00
Bill Pmt -Check	08/24/2012	25385	COSU8006632250	-2,786.00
Bill Pmt -Check	08/27/2012	25386	COSU8006632252	-2,651.00
Bill	08/29/2012	COSU8006671390	COSU8006671390	-2,461.00
Bill	08/31/2012	COSU8006674333	COSU8006674333	-2,657.00
Bill	08/31/2012	COSU8006674331	COSU8006674331	-2,657.00
Bill	08/31/2012	COSU8006674335	COSU8006674335	-2,467.00
Bill	08/31/2012	COSU8006668021	COSU8006668021	-3,261.00
Bill	08/31/2012	COSU8006632251	COSU8006632251	-2,651.00
Bill	08/31/2012	COSU8006668023	COSU8006668023	-2,461.00
Bill	08/31/2012	COSU8006668024	COSU8006668024	-2,461.00
Bill	09/04/2012	COSU8006668022	COSU8006668022	-2,461.00
Bill	09/04/2012	COSU8006674330	COSU8006674330	-2,467.00

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SBI INTERNATIONAL, INC. 5700 & 5719

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WW

Type	Date	Num	Memo	Amount
Bill Pmt -Check	09/05/2012	25418	COSU8006668022	-2,461.00
Bill Pmt -Check	09/05/2012	25419	COSU8006674330	-2,467.00
Bill Pmt -Check	09/06/2012	25399	COSU8006671390	-2,461.00
Bill Pmt -Check	09/06/2012	25405	COSU8006674333	-2,657.00
Bill Pmt -Check	09/06/2012	25410	COSU8006674331	-2,657.00
Bill Pmt -Check	09/06/2012	25413	COSU8006674335	-2,467.00
Bill Pmt -Check	09/06/2012	25414	COSU8006668021	-3,261.00
Bill Pmt -Check	09/06/2012	25415	COSU8006632251	-2,651.00
Bill Pmt -Check	09/06/2012	25416	COSU8006668023	-2,461.00
Bill Pmt -Check	09/06/2012	25417	COSU8006668024	-2,461.00
Bill	09/10/2012	COSU8006678611	COSU8006678611	-2,657.00
Bill	09/10/2012	COSU8006678612	COSU8006678612	-2,467.00
Bill	09/10/2012	COSU8006678610	COSU8006678610	-2,657.00
Bill Pmt -Check	09/11/2012	25429	COSU8006558404	-500.00
Bill Pmt -Check	09/11/2012	25437	COSU8006671391	-2,651.00
Bill Pmt -Check	09/11/2012	25441	COSU8006678611	-2,657.00
Bill Pmt -Check	09/11/2012	25444	COSU8006678612	-2,467.00
Bill Pmt -Check	09/11/2012	25446	COSU8006678610	-2,657.00
Bill	09/20/2012	COSU8006904290	COSU8006904290	-2,467.00
Bill	09/20/2012	COSU8006665170	COSU8006665170	-2,467.00
Bill	09/20/2012	COSU8006665173	COSU8006665173	-2,467.00
Bill	09/27/2012	COSU8006904292	COSU8006904292	-2,467.00
Bill Pmt -Check	09/27/2012	25507	COSU8006665173	-2,467.00
Bill Pmt -Check	09/27/2012	25510	COSU8006904292	-2,467.00
Bill	09/28/2012	COSU8006904291	COSU8006904291	-2,467.00
Bill Pmt -Check	09/28/2012	25531	COSU8006904290	-2,467.00
Bill Pmt -Check	09/28/2012	25532	COSU8006904291	-2,467.00
Bill	09/28/2012	COSU8006665174	COSU8006665174	-2,467.00
Bill Pmt -Check	10/03/2012	25529	COSU8006665170	-2,317.00
Bill	10/05/2012	COSU8006665171	COSU8006665171	-2,467.00
Credit	10/05/2012	8006665174	8006665174	190.00
Bill Pmt -Check	10/08/2012	25537	COSU8006665174	-2,467.00
Bill Pmt -Check	10/12/2012	25551	COSU8006665171	-2,277.00

8 - OTHER PROVISIONS OF THE CONTRACT

100. Force majeure: either party shall be excused from the performance of its duties under this contract, if and only to the extent that, its performance is prevented by acts of god, strikes, embargoes, or events similarly beyond the knowledge or control of either party, but not including commercial contingencies, for example changing markets, poor management decisions and business declines, etc.

In the event that carrier is prohibited by the U.S. Customs Service from unloading some or all of the cargo on a particular vessel and such prohibition is not due to any act or omission of the carrier, then such prohibition shall constitute a force majeure event that shall relieve carrier from responsibility for any and all delay, damage, injury and expense suffered or incurred as a result thereof including, but not limited to, breaches of service commitment, and/or transit time guarantees.

101. Cancellation/termination: carrier shall have the right to cancel this contract by providing written notice of such cancellation at any time after merchant has fulfilled the minimum quantity or portion of this contract (Appendix A Term 4).

102. Credit: this contract is not effective and will not be filed with the FMC unless and until merchant provides evidence of its credit-worthiness which is satisfactory to carrier. Merchant understands that this provision does not exempt merchant from carrier's normally applicable credit practices with respect to release of individual shipments, as specified in the tariff of general applicability. Carrier reserves the right to deem this contract breached and to terminate the contract if charges under the contract are due and unpaid for more than sixty days.

103. Tariff(s) of general applicability, unless otherwise provided in this contract, transportation provided pursuant to this contract is subject to all applicable rules, regulations, rates and charges set forth in the carrier's tariff(s) of general applicability including amendments and reissues thereto.

104. Attorney fees: merchant agrees to pay all attorney fees and costs incurred by carrier for collecting amounts due under this contract.

105. Indemnity and hold harmless: merchant agrees to protect, indemnify and hold carrier harmless from and against any claim, action or proceeding by a governmental entity or third party for damages, fines or penalties of any kind including all expenses, attorney fees and other costs associated therewith, arising out of merchant's breach of any provision of this contract.

106. Arbitration: in the event of any dispute arising out of this contract, the merchant and the carrier agree to binding arbitration before the China Maritime Arbitration Association Committee (if permitted by the shipping act of 1984 as amended by the ocean shipping reform act of 1998), or, if not so permitted, at a location mutually agreed to by the parties, or, if the parties are unable to agree, then in Hong Kong.

107. Service contract number: the service contract number of this contract shall be written on each bill of lading covering a shipment under this contract.

108. Surety bond: carrier reserves the right to require the merchant to provide surety bond or cash deposit in the amount of up to fifty thousand U.S. dollars to reasonably guarantee carrier can recover monies and/or penalties due under the contract. If cash deposit, monies should be deposited in bank designated by COSCO Container Lines Americas Inc. If merchant can not provide above within 15 calendar days of the carrier's request the carrier reserves the right to not file or cancel contract if already filed.

109. Execution by agent: if the person signing this contract is not an officer or employee of the merchant or the carrier, such person warrants and represents that he or she is an authorized agent acting on behalf of the merchant or of the carrier and that he or she has the authority to enter into the contract on behalf of the merchant or the carrier. Carrier reserves the right to require the agent to provide carrier with evidence of such authority satisfactory to carrier.